

STATE OF MICHIGAN
COURT OF APPEALS

EDWARD F. HUIZINGA and NANCY J.
HUIZINGA,

UNPUBLISHED
November 1, 2002

Plaintiffs-Appellees/Cross-
Appellants,

v

RUSSELL M. OLIVIER and OLIVIER-VANDYK
INSURANCE AGENCY, INC.,

No. 230981
Kent Circuit Court
LC No. 96-012158-CK

Defendant-Appellees,

and

CITIZENS INSURANCE COMPANY OF
AMERICA,

Defendant-Appellant/Cross-
Appellee.

Before: Murphy, P.J., and Hood and Murray, JJ.

PER CURIAM.

Defendant, Citizens Insurance Company of America (Citizens), appeals as of right from the trial court's order granting plaintiffs' motion for summary disposition and denying defendant Citizens' motion for summary disposition. On cross-appeal, plaintiffs challenge the calculation of interest and the propriety of summary disposition in favor of defendants Russell M. Olivier (Olivier) and Olivier-VanDyk Insurance Agency, Inc. (Olivier-VanDyk).¹ We affirm in part and reverse in part.

Defendant Citizens first alleges that the trial court erroneously concluded that an ambiguity in the contract resulted in unlimited replacement coverage for personal property. We agree. Construction and interpretation of a contract presents a question of law that an appellate

¹ As an initial matter, we note that plaintiffs' challenge to this Court's jurisdiction is without merit. *Children's Hospital of Michigan v Auto Club Ins Ass'n*, 450 Mich 670, 675, 677; 545 NW2d 592 (1996).

court reviews de novo. *Bandit Industries, Inc v Hobbs Int'l, Inc (After Remand)*, 463 Mich 504, 511; 620 NW2d 531 (2001). Contractual terms are interpreted in accordance with their commonly used meaning, and the omission of a definition of a term does not create an ambiguity. *Vanguard Ins Co v Racine*, 224 Mich App 229, 232; 568 NW2d 156 (1997). Whether the terms of a contract are ambiguous presents a question for the court. *Id.* at 233. A contract may be inartfully worded or clumsily arranged, but if it fairly admits of one interpretation, it is not ambiguous. *Meagher v Wayne State University*, 222 Mich App 700, 722; 565 NW2d 401 (1997). An insurance contract is read as a whole, with meaning given to all terms. *Auto-Owners Ins Co v Churchman*, 440 Mich 560, 566; 489 NW2d 431 (1992). Clear and specific exclusions must be given effect. *Id.* at 567.

While plaintiff purchased additional coverage through the homeowners' deluxe endorsement, this coverage extended the limitations on liability with respect to the dwelling residence or coverage A. There was no extension of limitless coverage through ambiguity or express language with respect to personal property or coverage C. Based on the plain language of the insurance policy, defendant Citizens was entitled to summary disposition. Accordingly, the trial court erred in granting plaintiffs' motion for summary disposition and denying defendant Citizens' motion for summary disposition. Based on this holding, plaintiffs' challenge to the calculation of interest is moot. Lastly, we need not address plaintiffs' challenge to the propriety of summary disposition in favor of defendants Olivier and Olivier-VanDyk. A statement of position without citation to authority is insufficient to raise an issue to the appellate court. *Wilson v Taylor*, 457 Mich 232, 243; 577 NW2d 100 (1998). Nonetheless, the excerpts of the deposition testimony submitted by plaintiffs failed to clarify whether limitless personal property coverage was expressly requested.

Affirmed in part and reversed in part. We do not retain jurisdiction.

/s/ William B. Murphy
/s/ Harold Hood
/s/ Christopher M. Murray